

\$15.00

0-361A057

KELLEY DRYE & WARREN

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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NEW YORK, N.Y. 10178

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WASHINGTON, D.C.

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CHICAGO, IL.

SAN FRANCISCO, CA.

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PARSIPPANY, N.J.

BRUSSELS, BELGIUM

TOKYO, JAPAN

17039-C  
RECORDED FOR INDEXING FILED 12/28

DEC 27 1990 11:11 AM

INTERSTATE COMMERCE COMMISSION

December 27, 1990

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution  
Avenue, N.W.  
Washington, DC 20423

DEC 27 10 14 AM '90  
MOTOR OPERATIONS UNIT

Re: Lease of Locomotives from Meridian Trust  
Company to Union Pacific Railroad Company

Dear Mr. Strickland:

Enclosed are an original and an originally executed counterpart of the secondary document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

The enclosed document is Lease and Indenture Supplement No. 2, a secondary document, dated December 27, 1990, among Meridian Trust Company, as lessor (the "Lessor"), Union Pacific Railroad Company, as lessee (the "Lessee") and Wilmington Trust Company, as Indenture Trustee (the "Indenture Trustee") (the "Lease and Indenture Supplement No. 2"). The primary documents to which this Lease and Indenture Supplement No. 2 is connected are the Lease Agreement, dated as of

Counterparts to L. Merise

KELLEY DRYE & WARREN

Mr. Sidney L. Strickland, Jr.        - 2 -        December 27, 1990

September 1, 1990, between the Lessor and the Lessee (the "Lease"), recorded under Recordation No. 17039 and the Indenture and Security Agreement, dated as of September 1, 1990, between Meridian Trust Company, as Owner Trustee (the "Owner Trustee") and the Indenture Trustee (the "Indenture and Security Agreement"), recorded under Recordation No. 17039-A.

The names and addresses of the parties to the referenced secondary document are as follows:

Lease and Indenture Supplement No. 2

Lessee:

Union Pacific Railroad Company  
Martin Tower  
Eighth and Eaton Avenues  
Bethlehem, Pennsylvania 18018

Lessor:

Meridian Trust Company  
35 North Sixth Street  
Reading, Pennsylvania 19603

Indenture Trustee:

Wilmington Trust Company  
Rodney Square North  
Wilmington, Delaware 19890

The Lease provides, inter alia, for the lease by the Lessor to the Lessee of Rotary Dump Hopper Railcars (the "Railcars"). The Indenture and Security Agreement provides for the granting of a security interest in the Railcars in favor of the Indenture Trustee in order to secure the Lessee's performance of certain obligations under the Lease and any Lease and Indenture Supplement executed and delivered from time to time pursuant to such Lease and Indenture and Security Agreement. The Lease and Indenture Supplement No. 2 provides, inter alia, for the lease by the Lessor to the Lessee of 323 Railcars bearing road numbers set forth in Exhibit A to Schedule 1 to the Lease and Indenture Supplement No. 2 (a copy of such Exhibit is attached hereto as Exhibit A).

The description of the equipment covered as of the date hereof by the aforesaid Lease, Lease and Indenture Supplement No. 2, and Indenture and Security Agreement is as follows:

KELLEY DRYE & WARREN  
Mr. Sidney L. Strickland, Jr. - 3 - December 27, 1990

323 Rotary Dump Hopper Cars each marked on the sides in letters not less than one inch in height with the words "Owned by a bank or trust company and subject to a security agreement filed with the Interstate Commerce Commission" and bearing the road numbers set forth in Exhibit A.

A fee of Fifteen Dollars (\$15.00) is enclosed. Please time and date stamp the enclosed counterpart of Lease and Indenture Supplement No. 2 along with the extra copy of this letter as proof of filing and recordation of the enclosed original Lease and Indenture Supplement No. 2 and return any extra copies of such document or this letter not needed by the Commission for recordation to:

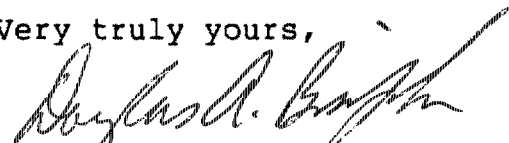
James T. Tynion III, Esq.  
Kelley Drye & Warren  
101 Park Avenue  
New York, New York 10178

A short summary of the document to appear in the index follows:

- 1) Lease and Indenture Supplement No. 2:  
Lease and Indenture Supplement No. 2 dated December 27, 1990 among Meridian Trust Company, 35 North Sixth Street, Reading, Pennsylvania 19603, as Lessor, and Union Pacific Railroad Company, as Lessee, Martin Tower, Eighth and Eaton Avenues, Bethlehem, Pennsylvania 18018 and Wilmington Trust Company, as Indenture Trustee, Rodney Square North, Wilmington, Delaware 19890, to Indenture and Security Agreement, between Meridian Trust Company, as Owner Trustee and Wilmington Trust Company, as Indenture Trustee, with Recordation No. 17039-A, dated as of September 1, 1990 and Lease Agreement, between the Lessor and the Lessee, with Recordation No. 17039, dated as of September 1, 1990 and covering 323 Rotary Dump Hopper Cars bearing the road numbers set forth in Exhibit A to Schedule 1 to Lease and Indenture Supplement No. 2 (a copy of such Exhibit is attached hereto as Exhibit A).

If you have any questions, please do not hesitate to call the undersigned.

Very truly yours,



Douglas A. Beimfohr

DAB/cr  
Enclosure  
1462i

## KELLEY DRYE &amp; WARREN

EXHIBIT A

CHTT-500206	CHTT-500442	CHTT-500492	CHTT-500542
CHTT-500208	CHTT-500443	CHTT-500493	CHTT-500543
CHTT-500209	CHTT-500444	CHTT-500494	CHTT-500544
CHTT-500210	CHTT-500445	CHTT-500495	CHTT-500545
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# KELLEY DRYE & WARREN

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CHTT-500637	CHTT-500687	
CHTT-500638	CHTT-500688	
CHTT-500639	CHTT-500689	
CHTT-500640	CHTT-500690	
CHTT-500641	CHTT-500691	

LEASE AND INDENTURE SUPPLEMENT NO. 2

Dated December 27, 1990

REGISTRATION NO. 17039-C FILED 1990

DEC 27 1990 10:22 AM

Among

INTERSTATE COMMERCE COMMISSION

MERIDIAN TRUST COMPANY,  
not in its individual capacity but solely as trustee,  
Lessor/Owner Trustee,

UNION PACIFIC RAILROAD COMPANY,  
as Lessee

and

WILMINGTON TRUST COMPANY,  
not in its individual capacity but solely as trustee,  
Indenture Trustee

ROTARY DUMP HOPPER CARS

---

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND TO THE RAILCARS COVERED HEREBY ON THE PART OF MERIDIAN TRUST COMPANY, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF WILMINGTON TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT DATED AS OF SEPTEMBER 1, 1990. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY WILMINGTON TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

---

FILED WITH THE INTERSTATE  
COMMERCE COMMISSION PURSUANT  
TO 49 U.S.C. § 11303 AND DEPOSITED  
IN THE OFFICE OF THE REGISTRAR GENERAL  
OF CANADA PURSUANT TO SECTION 90 OF  
THE RAILWAY ACT OF CANADA

THIS LEASE AND INDENTURE SUPPLEMENT NO. 2, dated December 27, 1990, among MERIDIAN TRUST COMPANY, a trust company organized under the laws of Pennsylvania, not in its individual capacity but solely as Owner Trustee (the "Lessor") under that certain Trust Agreement dated as of September 1, 1990 with CONNELL FINANCE COMPANY, INC., a New Jersey corporation, UNION PACIFIC RAILROAD COMPANY, a Utah corporation and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Indenture Trustee.

W I T N E S S E T H :

WHEREAS, the Lessor, the Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement, the Lessor and the Lessee have heretofore entered into a Lease Agreement (which as used herein includes the Lease as heretofore supplemented) and the Indenture Trustee and the Owner Trustee have heretofore entered into an Indenture and Security Agreement, each dated as of September 1, 1990 (capitalized terms used herein without definitions shall have the respective meanings set forth in Schedule X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on each Closing Date Seller shall deliver to the Owner Trustee a Bill of Sale dated such Date by which Seller bargains, conveys, assigns, sets over, sells and delivers to the Owner Trustee, and the Owner Trustee purchases and accepts from the Seller, the Railcars to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by the Owner Trustee on such Closing Date;

WHEREAS, the Participation Agreement, the Lease and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Railcars under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof and subjecting such Railcars to the lien of the Indenture;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, the Lessor, the Lessee and the Indenture Trustee hereby agree as follows:

1. The Lessor hereby delivers and leases to the Lessee, and the Lessee hereby accepts and leases from the Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 attached hereto.

2. The Lessee hereby confirms to the Lessor and the Indenture Trustee that the Lessee has accepted such Railcars for all purposes hereof and of the Lease as meeting and being in compliance in all material respects with the statement of specifications attached as Schedule 3 to the Participation Agreement for such Railcars, and in good working order and in conformance with all provisions of the Lease.

3. The aggregate Lessor's Cost of the Railcars leased hereunder is \$14,363,089.71 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Rotary Dump Hopper Car leased hereunder are set forth on Schedule 1 attached hereto. The Lessor's Cost for Railcars delivered on the Initial Closing Date is \$44,250.00 and the Lessor's Cost for Railcars delivered on the Final Closing Date is \$44,467.77. The Stipulated Loss Value percentages, Termination Value percentages and Basic Rent set forth, respectively, on Schedules 1B, 2B and 3B attached hereto, and the percentages set forth on Schedule 1B (Loan Amortization) attached hereto, shall be applicable in respect of the Rotary Dump Hopper Cars leased hereunder on the date hereof and Schedules 1B, 2B and 3B to the Lease and Schedule 1B (Loan Amortization) to the Indenture are hereby deleted in their entirety and replaced with Schedules 1B, 2B and 3B and Schedule 1B (Loan Amortization) attached hereto, respectively.

4. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 2 on the Basic Term Commencement Date to pay Interim Rent to the Lessor for each Railcar leased hereunder as provided for in the Lease, on each Payment Date during the Basic Term to pay Basic Rent to the Lessor for each Railcar leased hereunder as provided for in the Lease and to pay to the Lessor or such other Person entitled thereto, when and if such sums become payable, any and all Supplemental Rent, whether provided for in the Lease or in any other Operative Document.

5. In order to secure the prompt payment of the principal of and Premium, if any, and interest on the Notes issued on the date hereof and on any other Notes Outstanding, the Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Railcars listed on Schedule 1 attached hereto and (ii) the Lease and this Lease and Indenture Supplement No. 2, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever.



6. All of the provisions of the Lease and the Indenture are hereby ratified as amended and supplemented by this Lease and Indenture Supplement No. 2 to the same extent as if the provisions of this Lease and Indenture Supplement were fully set forth therein.

7. This Lease and Indenture Supplement No. 2 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease and Indenture Supplement No. 2 is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the law of the State of New York (excluding the laws applicable to conflicts or choice of law), including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor, the Lessee and the Indenture Trustee have caused this Lease and Indenture Supplement No. 2 to be duly executed on the date and year set forth in the opening paragraph hereof.

Attest:

By:

  
Name: JAY T. BAUER  
Title: ACCOUNT OFFICER

MERIDIAN TRUST COMPANY,  
not in its individual  
capacity but solely as Owner  
Trustee

By:

  
Name: PAUL M. CLANCY  
Title: ACCOUNT OFFICER

UNION PACIFIC RAILROAD  
COMPANY, as Lessee

By:

Name: John B. Larsen  
Title: Assistant Treasurer

WILMINGTON TRUST COMPANY,  
not in its individual  
capacity but solely as  
Indenture Trustee

Attest:

By:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF PENNSYLVANIA  
COUNTY OF BERKS : ss.:

On this 19th day of December, 1990, before me personally came PAUL M. CLANCY, to me known, who being by me duly sworn, did depose and say that he resides at KING OF PRUSSIA, PA; that he is the ACCOUNT OFFICER of Meridian Trust Company, the trust company described in, and which executed the above instrument; that he knows the seal of said trust company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said trust company and that he signed his name thereto by like order.

Colleen M. Callaghan  
Notary Public

My Commission Expires:

**NOTARIAL SEAL**

Colleen M. Callaghan, Notary Public  
Reading, Berks County, PA  
My Commission Expires 2-25-91

IN WITNESS WHEREOF, the Lessor, the Lessee and the Indenture Trustee have caused this Lease and Indenture Supplement No. 2 to be duly executed on the date and year set forth in the opening paragraph hereof.

Attest:

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MERIDIAN TRUST COMPANY,**

not in its individual  
capacity but solely as Owner  
Trustee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

*E. Whitaker*  
Assistant Secretary

**UNION PACIFIC RAILROAD  
COMPANY, as Lessee**

By: \_\_\_\_\_

*John B. Larsen*  
Name: John B. Larsen

Title: Assistant Treasurer

Attest:

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WILMINGTON TRUST COMPANY,**  
not in its individual  
capacity but solely as  
Indenture Trustee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF New York )

COUNTY OF *New York*)

On this 20th day of December, 1990, before me personally came John B. Larsen, to me known, who being by me duly sworn, did depose and say that he resides at             
Allentown, Pennsylvania; that he is the Assistant Treasurer of Union Pacific Railroad Company, the corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

order.

Raycus A. Benjmin  
Notary Public

My Commission Expires:

**DOUGLAS A. BEIMFOHR**  
Notary Public, State of New York  
No. 31-4959673  
Qualified in New York County  
Commission Expires December 11, 1991

IN WITNESS WHEREOF, the Lessor, the Lessee and the Indenture Trustee have caused this Lease and Indenture Supplement No. 2 to be duly executed on the date and year set forth in the opening paragraph hereof.

Attest:

By:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MERIDIAN TRUST COMPANY,**  
not in its individual  
capacity but solely as Owner  
Trustee

By:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**UNION PACIFIC RAILROAD  
COMPANY, as Lessee**

By:

Name: John B. Larsen  
Title: Assistant Treasurer

Attest:

By:

Name: DORA A. LILLY  
Title: Senior Financial Services Officer

**WILMINGTON TRUST COMPANY,**  
not in its individual  
capacity but solely as  
Indenture Trustee

By:

Name: Eric K. Cheung  
Title: Vice President

STATE OF DELAWARE )  
 ) ss.:  
COUNTY OF NEW CASTLE )

On this 19th day of December, 1990, before me personally came Eric K. Cheong, to me known, who being by me duly sworn, did depose and say that he resides at Delaware; that he is the Vice President of Wilmington Trust Company, the corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Sharon M. Brendle  
Notary Public

My Commission Expires:

SHARON M. BRENDLE  
NOTARY PUBLIC  
MY COMMISSION EXPIRES AUGUST 10, 1993

Receipt of this original counterpart of this Lease and Indenture Supplement No. 2 is hereby acknowledged this \_\_th day of December, 1990.

WILMINGTON TRUST COMPANY,  
as Indenture Trustee

By: \_\_\_\_\_  
Title:  
Name:



SCHEDULE 1  
to Lease and  
Indenture  
Supplement No. 2

SCHEDULE OF RAILCARS TO BE DELIVERED

Rotary Dump Hopper Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u> *	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
323		\$44,467.77	\$14,363,089.71

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\* See table attached hereto as Exhibit A.

EXHIBIT A

CHTT-500206	CHTT-500442	CHTT-500492	CHTT-500542
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CHTT-500425	CHTT-500475	CHTT-500525	CHTT-500575
CHTT-500426	CHTT-500476	CHTT-500526	CHTT-500576
CHTT-500427	CHTT-500477	CHTT-500527	CHTT-500577
CHTT-500428	CHTT-500478	CHTT-500528	CHTT-500578
CHTT-500429	CHTT-500479	CHTT-500529	CHTT-500579
CHTT-500430	CHTT-500480	CHTT-500530	CHTT-500580
CHTT-500431	CHTT-500481	CHTT-500531	CHTT-500581
CHTT-500432	CHTT-500482	CHTT-500532	CHTT-500582
CHTT-500433	CHTT-500483	CHTT-500533	CHTT-500583
CHTT-500434	CHTT-500484	CHTT-500534	CHTT-500584
CHTT-500435	CHTT-500485	CHTT-500535	CHTT-500585
CHTT-500436	CHTT-500486	CHTT-500536	CHTT-500586
CHTT-500437	CHTT-500487	CHTT-500537	CHTT-500587
CHTT-500438	CHTT-500488	CHTT-500538	CHTT-500588
CHTT-500439	CHTT-500489	CHTT-500539	CHTT-500589
CHTT-500440	CHTT-500490	CHTT-500540	CHTT-500590
CHTT-500441	CHTT-500491	CHTT-500541	CHTT-500591

CHTT-500592	CHTT-500642	CHTT-500692
CHTT-500593	CHTT-500643	CHTT-500693
CHTT-500594	CHTT-500644	CHTT-500694
CHTT-500595	CHTT-500645	CHTT-500695
CHTT-500596	CHTT-500646	CHTT-500696
CHTT-500597	CHTT-500647	CHTT-500697
CHTT-500598	CHTT-500648	CHTT-500698
CHTT-500599	CHTT-500649	CHTT-500699
CHTT-500600	CHTT-500650	CHTT-500700
CHTT-500601	CHTT-500651	CHTT-500701
CHTT-500602	CHTT-500652	CHTT-500702
CHTT-500603	CHTT-500653	CHTT-500703
CHTT-500604	CHTT-500654	CHTT-500704
CHTT-500605	CHTT-500655	CHTT-500705
CHTT-500606	CHTT-500656	CHTT-500706
CHTT-500607	CHTT-500657	CHTT-500707
CHTT-500608	CHTT-500658	CHTT-500708
CHTT-500609	CHTT-500659	CHTT-500709
CHTT-500610	CHTT-500660	CHTT-500710
CHTT-500611	CHTT-500661	CHTT-500711
CHTT-500612	CHTT-500662	CHTT-500712
CHTT-500613	CHTT-500663	CHTT-500713
CHTT-500614	CHTT-500664	CHTT-500714
CHTT-500615	CHTT-500665	
CHTT-500616	CHTT-500666	
CHTT-500617	CHTT-500667	
CHTT-500618	CHTT-500668	
CHTT-500619	CHTT-500669	
CHTT-500620	CHTT-500670	
CHTT-500621	CHTT-500671	
CHTT-500622	CHTT-500672	
CHTT-500623	CHTT-500673	
CHTT-500624	CHTT-500674	
CHTT-500625	CHTT-500675	
CHTT-500626	CHTT-500676	
CHTT-500627	CHTT-500677	
CHTT-500628	CHTT-500678	
CHTT-500629	CHTT-500679	
CHTT-500630	CHTT-500680	
CHTT-500631	CHTT-500681	
CHTT-500632	CHTT-500682	
CHTT-500633	CHTT-500683	
CHTT-500634	CHTT-500684	
CHTT-500635	CHTT-500685	
CHTT-500636	CHTT-500686	
CHTT-500637	CHTT-500687	
CHTT-500638	CHTT-500688	
CHTT-500639	CHTT-500689	
CHTT-500640	CHTT-500690	
CHTT-500641	CHTT-500691	

**SCHEDULE 1B**  
**STIPULATED LOSS VALUES**  
**DECEMBER 27, 1990 CLOSING**

(Amounts expressed as a percentage of Lessor's Cost)

<b>DATE</b>	<b>STIPULATED LOSS VALUE</b>
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**SCHEDULE 2B**  
**TERMINATION VALUES**  
**DECEMBER 27, 1990 CLOSING**

(Amounts expressed as a percentage of Lessor's Cost)

**DATE**

**TERMINATION  
VALUE**

**SCHEDULE 3B  
BASIC RENT  
DECEMBER 27, 1990 CLOSING**

(Amounts expressed as a percentage of Lessor's Cost)

<b><u>DATE</u></b>	<b><u>RENT IN ADVANCE</u></b>	<b><u>RENT IN ARREARS</u></b>
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**SCHEDULE 1B**  
**LOAN AMORTIZATION**  
**DECEMBER 27, 1990 CLOSING**

(Amounts expressed as a percentage of original principal  
amount of Series A Notes)

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
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